

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BUILDING MATERIALS HOLDING CORPORATION		02/29/2008	CORPORATION:
BMC WEST CORPORATION		02/29/2008	CORPORATION:
SELECTBUILD CONSTRUCTION, INC.		02/29/2008	CORPORATION:
SELECTBUILD NORTHERN CALIFORNIA, INC.		02/29/2008	CORPORATION:
SELECTBUILD DISTRIBUTION, INC.		02/29/2008	CORPORATION:
C CONSTRUCTION, INC.		02/29/2008	CORPORATION:
TWF CONSTRUCTION, INC.		02/29/2008	CORPORATION:
H.N.R. FRAMING SYSTEMS INC.		02/29/2008	CORPORATION:
SELECTBUILD, L.P.		02/29/2008	LIMITED PARTNERSHIP:
SELECTBUILD SOUTHERN CALIFORNIA, INC.		02/29/2008	CORPORATION:
SELECTBUILD NEVADA, INC.		02/29/2008	CORPORATION:
SELECTBUILD ARIZONA, LLC		02/29/2008	LIMITED LIABILITY COMPANY:
RIGGS PLUMBING, LLC		02/29/2008	LIMITED LIABILITY COMPANY:
SELECTBUILD MID-ATLANTIC, LLC		02/29/2008	LIMITED LIABILITY COMPANY:
SELECTBUILD FLORIDA, LLC		02/29/2008	LIMITED LIABILITY COMPANY:
SELECTBUILD TRIM, LLC		02/29/2008	LIMITED LIABILITY COMPANY:
KBI STUCCO, INC.		02/29/2008	CORPORATION:
KBI WINDOWS, INC.		02/29/2008	CORPORATION:
A-1 BUILDING COMPONENTS, LLC		02/29/2008	LIMITED LIABILITY COMPANY:

## RECEIVING PARTY DATA

900101051

TRADEMARK  
 REEL: 003734 FRAME: 0708

CH \$440.00 1082551

Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION
Street Address:	420 Montgomery St.
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94163
Entity Type:	Bank, as Agent: UNITED STATES

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	1082551	
Registration Number:	2838268	LONE STAR
Registration Number:	1877642	LONE STAR PLYWOOD & DOOR CORP.
Registration Number:	2158706	HERITAGE ARCHITECTURAL MOULDING
Registration Number:	2015252	BMC WEST
Registration Number:	2377185	CASTLEBERRY
Registration Number:	2772209	BMC MILLWORK
Registration Number:	2546790	HILLSDALE
Registration Number:	2656432	KBI
Registration Number:	3087643	KBI
Registration Number:	2644835	KNIPP BROTHERS INDUSTRIES
Registration Number:	2687040	PERFORMA
Registration Number:	2732576	PERFORMA VINYL WINDOWS
Registration Number:	2536414	STRIPLING BLAKE
Registration Number:	2624689	ROYAL DOOR
Registration Number:	2931314	BMC CONSTRUCTION
Registration Number:	0058656	

CORRESPONDENCE DATA

Fax Number: (858)720-2555  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (858) 720-2500  
Email: sandrabridges@paulhastings.com  
Correspondent Name: PAUL, HASTINGS, JANOFISKY & WALKER LLP  
Address Line 1: 875 15th Street, NW  
Address Line 4: WASHINGTON, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	71381.00002
NAME OF SUBMITTER:	Vidya R. Bhakar

**TRADEMARK**

**REEL: 003734 FRAME: 0709**

Signature:	/Vidya R. Bhakar, Reg. #42323/
Date:	03/07/2008
Total Attachments: 6 source=71381_00002_Recordation_030708#page1.tif source=71381_00002_Recordation_030708#page2.tif source=71381_00002_Recordation_030708#page3.tif source=71381_00002_Recordation_030708#page4.tif source=71381_00002_Recordation_030708#page5.tif source=71381_00002_Recordation_030708#page6.tif	

## **TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this "**Agreement**") is made this 29 day of February 2008, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "**Grantors**" and each individually "**Grantor**"), and Wells Fargo Bank, National Association ("**Wells Fargo**"), as administrative agent for itself and the other Secured Parties (in such capacity, the "**Administrative Agent**").

### WITNESSETH:

WHEREAS, pursuant to that certain Second Amended and Restated Credit Agreement dated as of November 10, 2006 (as amended by a First Amendment to Second Amended and Restated Credit Agreement and Waiver of even date herewith and as further amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**") among Building Materials Holding Corporation, a Delaware corporation ("**Holdings**"), BMC West Corporation, a Delaware corporation (the "**Company**"), the other Loan Parties named therein, certain lending institutions as lenders, the L/C Issuer and the Administrative Agent, the Secured Parties are willing to make certain financial accommodations available to Holdings pursuant to the terms and conditions thereof; and

WHEREAS, the Grantors and the Administrative Agent are parties to that certain Third Amended and Restated Security Agreement dated as of November 10, 2006 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "**Security Agreement**");

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Administrative Agent, for the benefit of the Secured Parties, this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Administrative Agent, for the benefit of the Secured Parties, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "**Trademark Collateral**");

(a) all of its trademarks and trademark intellectual property licenses to which it is a party including those referred to on Schedule I hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

- (c) all reissues, continuations or extensions of the foregoing;
- (d) all goodwill of the business connected with the use of, and symbolized by, each trademark and each trademark intellectual property license; and
- (e) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any trademark or any trademark licensed under any intellectual property license or (ii) injury to the goodwill associated with any trademark or any trademark licensed under any intellectual property license.

Notwithstanding the foregoing, such grant of a security interest shall not extend to, and the term "Trademark Collateral" shall not include any General Intangibles which are now or hereafter held by any Grantor as licensee, lessee or otherwise, to the extent that (i) such General Intangibles are not assignable or capable of being encumbered as a matter of law or under the terms of the license, lease or other agreement applicable thereto (but solely to the extent that any such restriction shall be enforceable under applicable law), without the consent of the licensor or lessor thereof or other applicable party thereto and (ii) such consent has not been obtained; provided, however, that the foregoing grant of security interest shall extend to, and the term "Trademark Collateral" shall include (A) any General Intangible which is Rights to Payment or a proceed of, or otherwise related to the enforcement and collection of, any Rights to Payment, or goods which are the subject of any Rights to Payment, (B) any and all proceeds of such General Intangibles to the extent that the assignment or encumbering of such proceeds is not so restricted and (C) upon any such licensor's, lessor's or other applicable party's consent with respect to any such otherwise excluded General Intangibles being obtained, thereafter such General Intangibles as well as any and all proceeds thereof that might have theretofore been excluded from such grant of a security interest and the term "Trademark Collateral".

3. SECURITY FOR OBLIGATIONS. This Agreement and the security interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to the Secured Parties, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, which is registered or becomes registered or the subject of an application for registration with the U.S. Patent and Trademark Office, the provisions of this Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with

respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Administrative Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Agreement or any other Loan Document refer to this Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

[signature page follows]


IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**GRANTORS:**

BUILDING MATERIALS HOLDING  
CORPORATION,  
BMC WEST CORPORATION,  
SELECTBUILD CONSTRUCTION, INC.,  
SELECTBUILD NORTHERN  
CALIFORNIA, INC.,  
SELECTBUILD DISTRIBUTION, INC.,  
C CONSTRUCTION, INC.,  
TWF CONSTRUCTION, INC.,  
H.N.R. FRAMING SYSTEMS INC.,  
SELECTBUILD, L.P.,  
SELECTBUILD SOUTHERN  
CALIFORNIA, INC.,  
SELECTBUILD NEVADA, INC.,  
SELECTBUILD ARIZONA, LLC,  
RIGGS PLUMBING, LLC,  
SELECTBUILD MID-ATLANTIC, LLC,  
SELECTBUILD FLORIDA, LLC,  
SELECTBUILD TRIM, LLC,  
KBI STUCCO, INC.  
KBI WINDOWS, INC.  
A-1 BUILDING COMPONENTS, LLC.

By 


Building Materials Holding Corporation  
William M. Smartt  
Senior Vice President - Chief Financial Officer

  
~~All Loan Properties~~  
William M. Smartt  
Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**ADMINISTRATIVE AGENT:**

**WELLS FARGO BANK, NATIONAL  
ASSOCIATION**

By:   
Name: Thomas M. Gloger  
Title: Vice President



**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations/Applications**

<u>Mark</u>	<u>Applicant</u>	<u>Reg. #</u>	<u>Filing Date</u>
Star Logo	BMC West Corporation	1,082,551	5/2/77
Lonestar	BMC West Corporation	2,838,268	2/10/04
Lone Star Plywood & Door Corporation	BMC West Corporation	1,877,642	11/29/93
Heritage Architectural Moulding <sup>1</sup>	BMC West Corporation	2,158,706	4/17/97
BMC West	BMC West Corporation	2,015,252	9/26/95
Castleberry <sup>2</sup>	BMCW SouthCentral, L.P.	2,377,185	4/30/99
BMC Millwork	BMC West Corporation	2,772,209	6/07/01
Hillsdale	BMC West Corporation	2,546,790	1/12/01
KBI (the design)	BMC Framing, Inc.	2,656,432	2/04/02
KBI (the mark)	Knipp Brothers Industries, LLC	3,087,643	5/19/05
Knipp Brothers Industries	BMC Framing, Inc.	2,644,835	10/29//02
Performa	BMC West Corporation	2,687,040	4/19/00
Performa Vinyl Windows	BMC West Corporation	2,732,576	4/19/00
Stripling Blake	BMCW SouthCentral, L.P.	2,536,414	6/07/01
Royal Door	BMCW SouthCentral, L.P.	2,624,689	10/26/01
BMC Construction	BMC Construction, Inc.	2,931,314	12/13/02
Castleberry <sup>3</sup>	BMCW SouthCentral, L.P.	58656	5/3/99

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- <sup>1</sup> Abandoned  
<sup>2</sup> Abandoned  
<sup>3</sup> Abandoned